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November 24, 2009

JOHN H. BROADLEY

Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 20423

RE: Finance Docket No. 35314, *Massachusetts Coastal Railroad, LLC-
Acquisition-CSX Transportation, Inc.*
Finance Docket No. 35314 (Sub-No. 1), *Massachusetts Coastal Railroad,
LLC-Trackage Rights Exemption-CSX Transportation, Inc.*

Dear Ms. Brown:

Enclosed for filing are the original and 10 copies of a Motion for Protective Order by Massachusetts Coastal Railroad, LLC and CSX Transportation, Inc., and a diskette with the file in WORD and pdf format.

Please time and date stamp the extra copy of this letter and the Motion and return them with our messenger.

Thank you for your assistance. If you have any questions, please contact me.

Sincerely yours,

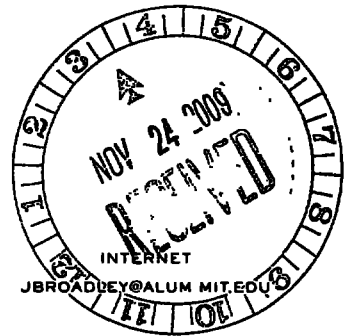
Louis E. Gitomer

Louis E. Gitomer, Esq.
Attorney for CSX Transportation, Inc.

John H. Broadley

John H. Broadley, Esq.
Attorney for Mass Coastal Railroad, LLC

Enclosure



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MCRR/CSXT-3



BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 35314

MASSACHUSETTS COASTAL RAILROAD, LLC
—ACQUISITION—
CSX TRANSPORTATION, INC.

FINANCE DOCKET NO. 35314 (Sub-No. 1X)

MASSACHUSETTS COASTAL RAILROAD, LLC
—TRACKAGE RIGHTS EXEMPTION—
CSX TRANSPORTATION, INC.

MOTION FOR PROTECTIVE ORDER

EXPEDITED HANDLING REQUESTED

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Counsel for CSX Transportation, Inc.

Counsel for Massachusetts Coastal
Railroad, LLC

Dated: November 24, 2009

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BEFORE THE
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 35314



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—ACQUISITION—
CSX TRANSPORTATION, INC.

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MASSACHUSETTS COASTAL RAILROAD, LLC
—TRACKAGE RIGHTS EXEMPTION—
CSX TRANSPORTATION, INC.

MOTION FOR PROTECTIVE ORDER

Massachusetts Coastal Railroad, LLC (“Mass Coastal”) and CSX Transportation, Inc. (“CSXT”), pursuant to 49 C.F.R. §1104.14(b), file this Motion for Protective Order (the “Motion”) for approval to file under seal the unredacted draft Purchase and Sale Agreement of Permanent Freight Easement and Trackage Rights Agreement (collectively the “Agreements”) between Mass Coastal and CSXT.

Concurrent with the filing of this Motion, Mass Coastal and CSXT are filing an Application for Mass Coastal to acquire a 32.68-mile permanent freight easement from CSXT over the South Coast Lines, consisting of (1) the New Bedford Subdivision, which is 18.40 miles between milepost QN 13.40 at Cotley Jct. and milepost QN 31.80 at New Bedford, (2) the Fall River Subdivision, which is 14.20 miles between milepost QNF 0.00 at Myricks and milepost QNF 14.20 at Fall River, and (3) 0.08 mile of the North Dartmouth Industrial Track between

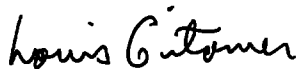
milepost QND 0.00 and milepost QND 0.08, in the Commonwealth of Massachusetts, and a Verified Notice of Exemption (the “Notice”) pursuant to 49 C.F.R. §1180 for Mass Coastal to obtain overhead trackage rights over CSXT’s Middleboro Subdivision (1) between Mass Coastal’s interchange tracks at Taunton, approximately at milepost QN 11.6, and Mass Coastal’s freight operation at milepost QN 13.4, a distance of about 1.8 miles; and (2) connecting at milepost QN 13.3, between milepost QNB 13.3 and Mass Coastal’s interchange tracks at Middleboro, approximately at milepost QNB 20.4, a distance of about 7.1 miles, for a total distance of 8.9 miles. Mass Coastal and CSXT are filing redacted versions of the Agreements with the Application and Notice.

The Agreements contain commercially sensitive and confidential information that could harm the parties if those terms were made public. The Agreements contain proprietary commercial information that if disclosed could be competitively damaging. Moreover, public disclosure of the commercially sensitive provisions of the Agreements is not necessary for the disposition of the Notice. Mass Coastal and CSXT request the Board to treat those terms as confidential. To that end, Mass Coastal and CSXT will file public redacted copies of the Agreements with the Application and Notice, as relevant, and will file unredacted versions of the Agreements under seal. Public disclosure of complete Agreements is not necessary for the consideration and disposition of Application and Notice.

Mass Coastal and CSXT respectfully request the Board to issue the attached Protective Order in these proceedings governing access to and keeping under seal the unredacted Agreements. This approach is consistent with that taken by the Board in similar circumstances. The draft Protective Order and Undertaking are similar to those recently served by the Board. *See CSX Transportation, Inc.-Trackage Rights Exemption-Birmingham Southern Railroad*

Company, STB Finance Docket No. 35285 (STB served August 19, 2009); *Illinois Central Railroad Company—Trackage Rights Exemption—Grand Trunk Western Railroad Company*, STB Finance Docket No. 35241 (STB served May 8, 2009); *Chicago Central & Pacific Railroad Company—Trackage Rights Exemption—Wisconsin Central Ltd.*, STB Finance Docket No. 35242 (STB served May 8, 2009); and *Grand Trunk Western Railroad Company—Trackage Rights Exemption—Wisconsin Central Ltd.*, STB Finance Docket No. 35243 (STB served May 8, 2009).

Mass Coastal and CSXT pray that the Board grant their Motion for a Protective Order.



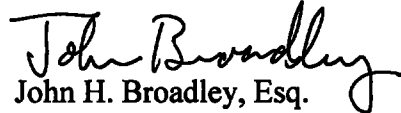
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Counsel for CSX Transportation, Inc.

Dated: November 24, 2009

Respectfully submitted,



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(202) 333-6025

Counsel for Massachusetts Coastal
Railroad, LLC

APPENDIX

PROTECTIVE ORDER

1. For purposes of this Protective Order, “Confidential Information” means the unredacted Purchase and Sale Agreement of Permanent Freight Easement and Trackage Rights Agreement submitted by Massachusetts Coastal Railroad, LLC (“Mass Coastal”) and CSX Transportation, Inc. (“CSXT”) in STB Finance Docket Nos. 35314 and 35314 (Sub-No. 1X).

2. Confidential Information shall be provided to any party only pursuant to this Protective Order and only upon execution and delivery to Mass Coastal and CSXT of the attached Undertaking. Confidential Information shall be used solely for the purpose of this and any related Board proceedings, or any judicial review proceeding arising therefrom, and not for any other business, commercial, or competitive purpose.

3. Confidential Information shall not be disclosed in any way or to any person without the written consent of Mass Coastal and CSXT or an order of the Board, solely for use in connection with this and related Board proceedings, or any judicial review proceeding arising therefrom, provided that such person has been given and has read a copy of this Protective Order and agrees to be bound by its terms by executing the attached Undertaking prior to receiving access to this information.

4. Any documents containing Confidential Information must be destroyed, and notice of such destruction must be served on Mass Coastal and CSXT at the completion of this and any related Board proceedings, or any judicial review proceeding arising therefrom, whichever comes first.

5. If the Board retains the Confidential Information, it shall, in order to keep it confidential, treat the information in accordance with the procedure set forth at 49 CFR 1104.14.

6. If any party intends to use Confidential Information at hearings in this proceeding or in any related Board proceedings, or in any judicial review proceeding arising therefrom, the party shall submit any documents setting forth or revealing such Confidential Information to the Board, or the reviewing court as appropriate, under seal, and shall accompany such submission with a written request to the Board or the court to (i) restrict attendance at the hearing during discussion of such Confidential Information, and (ii) restrict access to the portion of the record or briefs reflecting discussion of such Confidential Information in accordance with the Protective Order.

7. A person must file simultaneously a public version of any confidential submission it files with the Board.

8. All parties must comply with all of the provisions stated in this Protective Order unless good cause, as determined by the Board, is shown by any party to warrant suspension of any of the provisions herein.

UNDERTAKING
CONFIDENTIAL MATERIAL

I, _____, have read the Protective Order governing the filing of Confidential Information by Massachusetts Coastal Railroad, LLC ("Mass Coastal") and CSX Transportation, Inc. ("CSXT") in STB Finance Docket Nos. 35314 and 35314 (Sub-No. 1X), understand the same, and agree to be bound by its terms. I agree not to use or permit the use of any data or information obtained under this Undertaking, or to use or permit the use of any techniques disclosed or information learned as a result of receiving such data or information, for any purpose other than the preparation and presentation of evidence and argument in STB Finance Docket Nos. 35314 and 35314 (Sub-No. 1X) or any judicial review proceeding taken or filed in connection therewith. I further agree not to disclose any data or information obtained under this Protective Order to any person who is not also bound by the terms of this Protective Order and has not executed an Undertaking in the form hereof.

I understand and agree that money damages would not be a sufficient remedy for breach of this Undertaking and that Mass Coastal and CSXT shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Undertaking but shall be in addition to all remedies available at law or equity.

Signed: _____

Position: _____

Affiliation: _____

Dated: _____